

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JAGUAR CARS LIMITED, a foreign
corporation,

Plaintiff,

-against-

JAGUAR DRIVING INC., a New York
corporation

Defendant.

Case No. 12 Civ. 5603 (WHP)

DEFAULT JUDGMENT

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 11/20/12

This action having been commenced on July 20, 2012 by the filing of the Summons and Complaint, and a copy of the Summons and Complaint having been served on defendant Jaguar Driving Inc. ("Jaguar Driving") on July 23, 2012 by Orla P. Walsh, a licensed process server, and proof of service, in the form an Affidavit of Service, having been filed on August 8, 2012, and Jaguar Driving having not answered the Complaint, and the time for answering the Complaint having expired, it is

ORDERED, ADJUDGED AND DECREED that:

1. That the plaintiff has judgment against defendant in the amount of \$23,785.32 and post-judgment interest accruing at the statutory rate of 9 %; and
2. That defendant is permanently enjoined from:
 - a. imitating, copying, or making any unauthorized use of the Jaguar Marks, including but not limited to the Jaguar Driving Inc. and Jaguar Driving School names as well as the JAGUAR Leaper Logo and marks likely to cause confusion with or dilution of those marks;
 - b. importing, manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting or displaying any service or product using any simulation, reproduction, counterfeit, copy, or colorable imitation of the Jaguar Marks;

- c. using any simulation, reproduction, counterfeit, copy or colorable imitation of the Jaguar Marks in connection with the promotion, advertisement, display, sale, offer for sale, manufacture, production, circulation or distribution of any product or service;
- d. using any false designation of origin or false description (including, without limitation, any letters, symbols, or designs constituting the Jaguar Marks) or performing any act, which can, or is likely to, lead members of the trade or public to believe that any service or product manufactured, distributed or sold by defendant is in any manner associated or connected with plaintiff or the Jaguar Marks, or is sold, manufactured, licensed, sponsored, approved or authorized by plaintiff; and

3. That defendant deliver for destruction all products, promotional and advertising materials, labels, tags, signs, prints, packages, videos, or other materials in its possession or under its control, bearing or using the Jaguar Marks or any simulation, reproduction, counterfeit, copy or colorable imitation thereof, and all plates, molds, matrices and other means of making the same, including but not limited to Jaguar Driving Inc. and Jaguar Driving School names as well as the JAGUAR Leaper Logo.

Dated: New York, New York
November 19, 2012



U.S.D.J.

This document was entered on the docket on _____.